

**BEFORE THE
STRUCTURAL PEST CONTROL BOARD
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

FIRESTONE TERMITE, INC.;
FRANCISCO LOPEZ, PRESIDENT
570 E. Arrow Highway, Ste. G
San Dimas, CA 91773

**Company Registration Certificate No. PR
6588, Br. 3**

FREDDY LOZA
13108 Avonlea Avenue,
Norwalk, CA 90650

Operator's License No. OPR 11496, Br. 3

MANCE LARALE PEETE
P.O. Box 21281
Long Beach, CA 90801

**Operator's License No. OPR 11021, Br. 2
and 3**

Respondents.

Case No. 2014-62

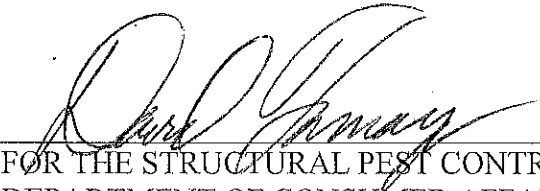
OAH No. 2014100204

DECISION AND ORDER AS TO RESPONDENT LOZA ONLY

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the Structural Pest Control Board, Department of Consumer Affairs, as its Decision as to Respondent Freddy Loza only in this matter.

This Decision shall become effective on November 19, 2015.

It is so ORDERED October 20, 2015.



FOR THE STRUCTURAL PEST CONTROL BOARD
DEPARTMENT OF CONSUMER AFFAIRS

1 KAMALA D. HARRIS
Attorney General of California
2 MARC D. GREENBAUM
Supervising Deputy Attorney General
3 ZACHARY T. FANSELOW
Deputy Attorney General
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Attorneys for Complainant

7
8 **BEFORE THE**
STRUCTURAL PEST CONTROL BOARD
DEPARTMENT OF CONSUMER AFFAIRS
9 **STATE OF CALIFORNIA**

10 In the Matter of the Accusation Against:

Case No. 2014-62

11 **FIRESTONE TERMITE, INC.;**
12 **FRANCISCO LOPEZ, PRESIDENT**
13 570 E. Arrow Highway, Ste. G
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OAH No. 2014100204

14 **Company Registration Certificate No. PR**
15 **6588, Br. 3**

STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER AS TO
RESPONDENT FREDDY LOZA ONLY

16 **FREDDY LOZA**
13108 Avonlea Avenue,
Norwalk, CA 90650

17 **Operator's License No. OPR 11496, Br. 3**

18 **MANCE LARALE PEETE**
19 P.O. Box 21281
Long Beach, CA 90801

20 **Operator's License No. OPR 11021, Br. 2**
21 **and 3**

22 Respondents.

23
24
25 IT IS HEREBY STIPULATED AND AGREED by and between the parties¹ to the above-
26 entitled proceedings that the following matters are true:

27 ¹ The parties to this stipulation are the Structural Pest Control Board and Freddy Loza
28 only, neither Firestone Termite nor Mance Larale Peete are a party to this stipulation.

1 **PARTIES**

2 1. Susan Saylor ("Complainant") is the Registrar/Executive Officer of the Structural
3 Pest Control Board. She brought this action solely in her official capacity and is represented in
4 this matter by Kamala D. Harris, Attorney General of the State of California, by Zachary T.
5 Fanselow, Deputy Attorney General.

6 2. Respondent Freddy Loza is represented in this proceeding by attorney Samantha
7 Waller, whose address is: Kieran Patrick Brown, 12749 Norwalk Boulevard, Suite 100, Norwalk,
8 California 90650.

9 3. On or about March 28, 2007, the Structural Pest Control Board issued Operator's
10 License Number OPR 11496 in Branch 3 to Freddy Loza ("Respondent"). Respondent's
11 Operator's License was in full force and effect at all times relevant to the charges brought herein
12 and will expire on June 30, 2015, unless renewed.

13 **JURISDICTION**

14 4. Accusation No. 2014-62 was filed before the Structural Pest Control Board,
15 Department of Consumer Affairs. The Accusation and all other statutorily required documents
16 were properly served on Respondent on June 26, 2014. Respondent timely filed his Notice of
17 Defense contesting the Accusation.

18 5. First Amended Accusation No. 2014-62 was filed before the Structural Pest Control
19 Board, Department of Consumer Affairs, and is currently pending against Respondent. The First
20 Amended Accusation and all other statutorily required documents were properly served on
21 Respondent on August 8, 2014.

22 6. A copy of First Amended Accusation No. 2014-62 is attached as Exhibit A and
23 incorporated herein by reference.

24 **ADVISEMENT AND WAIVERS**

25 7. Respondent has carefully read, fully discussed with counsel, and understands the
26 charges and allegations in First Amended Accusation No. 2014-62. Respondent has also
27 carefully read, fully discussed with counsel, and understands the effects of this Stipulated
28 Settlement and Disciplinary Order.

8. Respondent is fully aware of his legal rights in this matter, including the right to a hearing on the charges and allegations in the First Amended Accusation; the right to be represented by counsel at his own expense; the right to confront and cross-examine the witnesses against him; the right to present evidence and to testify on his own behalf; the right to the issuance of subpoenas to compel the attendance of witnesses and the production of documents; the right to reconsideration and court review of an adverse decision; and all other rights accorded by the California Administrative Procedure Act and other applicable laws.

9. Respondent voluntarily, knowingly, and intelligently waives and gives up each and every right set forth above.

CULPABILITY

10. Respondent admits the truth of the eighth cause for discipline in Accusation No. 2014-62.

11. Complainant hereby withdraws all causes for discipline in Accusation No. 2014-62, against Respondent Freddy Loza only, with the exception of the eighth cause for discipline.

12. Respondent agrees that his Operator's License is subject to discipline and he agrees to be bound by the Board's probationary terms as set forth in the Disciplinary Order below.

CONTINGENCY

13. This stipulation shall be subject to approval by the Structural Pest Control Board. Respondent understands and agrees that counsel for Complainant and the staff of the Structural Pest Control Board may communicate directly with the Board regarding this stipulation and settlement, without notice to or participation by Respondent or his counsel. By signing the stipulation, Respondent understands and agrees that he may not withdraw his agreement or seek to rescind the stipulation prior to the time the Board considers and acts upon it. If the Board fails to adopt this stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action between the parties, and the Board shall not be disqualified from further action by having considered this matter.

1 14. The parties understand and agree that Portable Document Format (PDF) and facsimile
2 copies of this Stipulated Settlement and Disciplinary Order, including Portable Document Format
3 (PDF) and facsimile signatures thereto, shall have the same force and effect as the originals.

4 15. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an
5 integrated writing representing the complete, final, and exclusive embodiment of their agreement.
6 It supersedes any and all prior or contemporaneous agreements, understandings, discussions,
7 negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary
8 Order may not be altered, amended, modified, supplemented, or otherwise changed except by a
9 writing executed by an authorized representative of each of the parties.

10 16. In consideration of the foregoing admissions and stipulations, the parties agree that
11 the Board may, without further notice or formal proceeding, issue and enter the following
12 Disciplinary Order:

13 **DISCIPLINARY ORDER**

14 IT IS HEREBY ORDERED that Operator's License Number OPR 11496 in Branch 3
15 issued to Respondent Freddy Loza is suspended for ten (10) days. However, the suspension is
16 stayed and Respondent is placed on probation for two (2) years on the following terms and
17 conditions.

18 1. **Obey All Laws.** Respondent shall obey all Federal, State and Local laws along with
19 all laws and rules relating to the practice of structural pest control.

20 2. **Quarterly Reports.** Respondent shall file quarterly reports with the Board during
21 the period of probation.

22 3. **Tolling of Probation.** Should Respondent leave California to reside outside this
23 state, Respondent must notify the Board in writing of the dates of departure and return. Periods
24 of residency or practice outside the state shall not apply to reduction of the probationary period.

25 4. **Notice to Employers.** Respondent shall notify all present and prospective employers
26 of the decision in case no. 2014-62. and the terms, conditions and restriction imposed on
27 Respondent by said decision.

28 Within 30 days of the effective date of this decision, and within 15 days of Respondent

1 undertaking new employment, Respondent shall cause his employer to report to the Board in
2 writing acknowledging the employer has read the decision in case No. 2014-62.

3 **5. Notice to Employees.** Respondent shall, upon or before the effective date of this
4 decision, post or circulate a notice to all employees involved in structural pest control operations
5 which accurately recite the terms and conditions of probation. Respondent shall be responsible
6 for said notice being immediately available to said employees. "Employees" as used in this
7 provision includes all full-time, part-time, temporary and relief employees and independent
8 contractors employed or hired at any time during probation.

9 **6. Violation of Probation.** Should Respondent violate probation in any respect, the
10 Board, after giving Respondent notice and an opportunity to be heard, may revoke probation and
11 carry out the disciplinary order which was stayed. If a petition to revoke probation is filed against
12 Respondent during probation, the Board shall have continuing jurisdiction until the matter is
13 final, and the period of probation shall be extended until the matter is final.

14 **7. Completion of Probation.** Upon successful completion of probation, Respondent's
15 license/certificate will be fully restored.

16 **8. Random Inspections.** Respondent shall reimburse the Board for two (2) random
17 inspections per year by Board specialists during the period of probation not to exceed \$125 per
18 inspection.

19 **9. Prohibited from Serving as Officer, Director, Associate, Partner or Qualifying**
20 **Manager.** Respondent is prohibited from serving as an officer, director, associate, partner,
21 qualifying manager or branch office manager of more than one registered company during the
22 period that discipline is imposed on Operator's License Number OPR 11496. Respondent shall
23 have thirty (30) days from the effective date of this decision to comply with this provision.

24 **10.** All causes for discipline against Respondent Freddy Loza only, with the exception of
25 the eighth cause for discipline, are hereby withdrawn. This stipulation shall have no effect on any
26 other Respondent to this matter and shall have no effect on the Board's ability to proceed against
27 any other Respondent for any cause for discipline.

28 ///

ACCEPTANCE

I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with my attorney, Samantha Waller. I understand the stipulation and the effect it will have on my Operator's License. I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Structural Pest Control Board.

DATED:

3/18/2015
FREDDY LOZA
Respondent

I have read and fully discussed with Respondent Freddy Loza the terms and conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve its form and content.

DATED:

3/18/2015
SAMANTHA WALLER
Attorney for RespondentENDORSEMENT

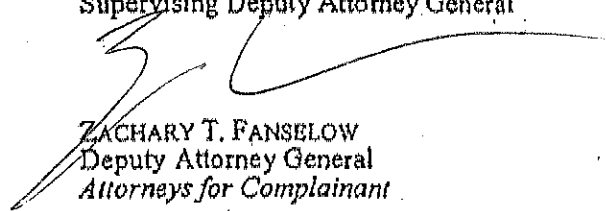
The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the Structural Pest Control Board.

Dated:

3/18/15

Respectfully submitted,

KAMALA D. HARRIS
Attorney General of California
MARC D. GREENBAUM
Supervising Deputy Attorney General


ZACHARY T. FANSELOW
Deputy Attorney General
Attorneys for Complainant